

## HOURS OF DUTY AND LEAVE

**1. REASON FOR ISSUE:** To revise Department of Veterans Affairs (VA) policy regarding the time limitation in which compensatory time may be used.

**2. SUMMARY OF CONTENTS/MAJOR CHANGES:** This handbook contains mandatory VA procedures on hours of duty and leave. The pages in this issuance replace the corresponding page numbers in VA Handbook 5011. These changes will be incorporated into the electronic version of VA Handbook 5011 that is maintained on the [Office of Human Resources Management Web site](#). These provisions are effective February 18, 2007. Significant changes include:

a. Revises the time period in which an employee may use earned compensatory time from seven pay periods to twenty-six pay periods. However, compensatory time earned prior to February 18, 2007, will continue to be used, forfeited or paid under the previous provisions.

b. Eliminates the time limit on the use of earned credit hours. However, the restriction on carrying no more than 24 credit hours into the next pay period continues to apply

**3. RESPONSIBLE OFFICE:** The Worklife and Benefits Service (058), Office of the Deputy Assistant Secretary for Human Resources Management and Labor Relations.

**4. RELATED DIRECTIVE:** VA Directive 5011, Hours of Duty and Leave.

**5. RESCISSIONS:** None

**CERTIFIED BY:**

**BY DIRECTION OF THE SECRETARY  
OF VETERANS AFFAIRS**

/s/Robert T. Howard  
Assistant Secretary for  
Information and Technology

/s/R. Allen Pittman  
Assistant Secretary for  
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**(b) Time limits on Compensatory Time**

1. Compensatory time off should be taken as soon as possible after it is earned, but not later than the end of the [26<sup>th</sup>] pay period following the pay period in which it is earned. Compensatory time off may be taken only during the employee's basic workweek.

2. For employees covered by the FLSA, compensatory time off not taken within the time limit prescribed above must be paid at the overtime rate. For employees not covered by the FLSA, compensatory time off not taken within the time limit prescribed above because of the exigencies of the service will be paid at the overtime rate. If compensatory time is not taken within this period because of personal reasons not due to the exigencies of service, the right to compensatory time off or overtime pay for the duty performed is lost.

3. In cases of inter-facility transfers, compensatory time off must be taken or paid for prior to the effective date of the transfer. Under no circumstances will an obligation for compensatory time off be transferred to the receiving facility.

4. The date of separation stated in an employee's advance notice of separation due to reduction in force may be administratively extended so as to include any compensatory time due. However, where, due to reasons beyond the control of the employee, compensatory time off is not taken prior to separation and no extension of the separation date is granted, overtime compensation is payable in lieu of the compensatory time off (26 Comp. Gen. 750).

d. **Limitation on Overtime Pay.** 5 U.S.C. 5547 provides that premium compensation is not payable where it results in an aggregate rate which exceeds the rate of basic compensation provided for grade GS-15, step 10. An employee who is prohibited by that aggregate compensation limitation from receiving overtime compensation may not receive compensatory time off in lieu of such prohibited compensation (26 Comp. Gen. 750).

**4. LUNCH PERIOD**

a. Normally, during each 8-hour tour, employees will be allowed a specific period of time off to eat a meal. A meal period during which employees are regularly and totally excused from their official duties may not be considered as an official duty period for which compensation is payable. When a meal period is set aside, the length of the tour or workday will be extended by the length of the non-work period.

b. In some types of situations, however, it may not be administratively practicable to allow a specified period of time off for a meal. For example, when around-the-clock shifts are employed, the scheduling of meal periods would require overlapping of shifts and the vacating of official duties by employees in a work situation requiring constant service and function. In another instance, the job situation may be such as to require the constant attention and skill of specific employees, and a suitable relief that would permit reasonable continuity of function is not available. In these types of cases, it is proper to schedule shifts without a meal period. Although under such unusual circumstances, employees may not be excused from their official duties, they may be permitted to eat on the job when it is possible to do so without stopping or

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the approving official, or designee, may restrict the employee's choice of arrival and departure time if participation in flexible schedules proves disruptive or otherwise impedes efficient operations.

(d) A flexible work schedule under this paragraph and a compressed workweek under subparagraph g may not be simultaneously established in the same work unit.

(e) The modified flexitour will not be used in combination with standby tours of duty or on-call duty.

(f) Flexible schedules will not be established if they will result in payment of night differential to an employee, or group of employees, who would not normally perform night work.

(g) If it is found that a flexible schedule has had or would have an adverse impact (see subparagraph g(7)(b)), the approving official shall not establish, or shall discontinue, it.

(2) **Credit Hours** (not applicable to SES employees)

(a) Credit hours may be earned at the option of employees with supervisory approval.

(b) Employees do not receive overtime pay for credit hours and, unlike overtime, credit hours are not ordered in advance by management. Employees on flexible work schedules may work them to shorten the length of another workday or workweek. However, they may be used only after approval by the appropriate approving official.

(c) Full-time employees may carry over no more than 24 credit hours into the next pay period (part-time employees may carry over no more than 25 percent of the hours in their biweekly basic work requirement).  
[ ]

(d) When an employee ceases to work in a work unit where credit hours may be earned, the employee will be given the following options:

1. Sufficient advance notice to use earned credit hours prior to leaving the work unit;
2. Compensation for the earned credit hours at the employee's current rate of basic pay; or
3. Transfer of the earned credit hours to the new work unit, if credit hours have been authorized for that work unit.

(e) If compensated for credit hours, a full-time employee will be paid for not more than 24 credit hours. A part-time employee will be paid for not more than 25 percent of the hours in the employee's basic work requirement. Credit hours will not be transferred between facilities.

(3) **Time and Attendance Records**



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c. The time limits and other provisions in this chapter concerning compensatory time shall apply to all compensatory time taken under this chapter. It should be noted, however, that if an employee covered by the FLSA on flexible schedules fails to take the compensatory time within [twenty-six] pay periods, he or she shall be compensated for the overtime work under the FLSA.

**(b) Night Differential****1. Full-time General Schedule Employees**

a. If the tour of duty includes 8 or more hours available for work during daytime hours (6 a.m. to 6 p.m.), the employee is not entitled to night differential.

b. If the core time band is during daytime hours (i.e., 6 a.m. to 6 p.m.), but an 8-hour tour of duty includes less than 8 daytime hours, the employee is entitled to night differential for the difference between 8 hours and the available number of daytime hours in the tour of duty.

c. If the core time band includes night work, the employees are entitled to night pay for any non-overtime work performed at night.

**2. Part-time General Schedule Employees.** A part-time GS employee is entitled to night differential for night work performed only during his or her basic work requirement.

**3. FWS Employees.** If the core time band includes night work, a FWS employee is entitled to the appropriate night differential if a majority of the non-overtime hours of the tour of duty falls between either 3 p.m. and midnight or 11 p.m. and 8 a.m.

**NOTE:** *Meal breaks of 1 hour or less that occur when a night shift differential is authorized shall be included for the purposes of determining a FWS employee's entitlement to night differential.*

**(c) Holiday Premium Pay**

**1.** Full-time employees on flexible schedules, who perform non-overtime work on a day designated as their holiday, are entitled to their rate of basic pay, plus premium pay equal to the basic pay for that non-overtime holiday work.

**2.** Part-time employees on flexible schedules are entitled to holiday premium pay for the number of non-overtime hours they work on the holiday, up to a maximum of 8 hours.

**(d) Sunday Premium Pay.** A full-time employee on a flexible schedule shall be entitled to Sunday premium pay for non-overtime work performed during a regularly scheduled tour of duty, when any part of that tour of duty is on a Sunday. Part-time employees are not entitled to Sunday premium pay.

**(e) SES.** Members of the SES are not entitled to any form of premium pay.



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(d) A flexible work schedule under this paragraph and a compressed workweek under paragraph g may not be established in the same work unit.

(e) The modified flexitour may not be used in combination with on-call duty (see chapter 3, paragraph 5c(12) above).

(f) Flexible schedules shall not be established if they would result in the payment of any additional premium pay for work to an employee, or group of employees, who would not normally be entitled to premium pay (e.g., night differential, overtime, holiday pay, etc.).

(g) If it is found that a particular flexible schedule has had or would have an adverse impact (see par. 8), the facility Director shall not establish or shall discontinue the flexible schedule(s) of affected employees.

**(2) Credit Hours**

(a) Credit hours may be earned at the option of employees with supervisory approval.

(b) Employees do not receive overtime pay for credit hours and, unlike overtime, credit hours are not ordered in advance by management. Employees on flexible work schedules may work them to shorten the length of another workday or workweek. However, they may be used only after approval by the appropriate approving official.

(c) Full-time employees may carry over no more than 24 credit hours into the next pay period (part-time employees may carry over no more than 25 percent of the hours in their biweekly basic work requirement).

(d) When an employee ceases to work in a work unit where credit hours may be earned, the employee will be given the following options:

1. Sufficient advance notice to use earned credit hours prior to leaving the work unit;
2. Compensation for the earned credit hours at the employee's current rate of basic pay; or
3. Transfer of the earned credit hours to the new work unit, if credit hours have been authorized for that work unit.

(e) If compensated for credit hours, a full-time employee will be paid for not more than 24 credit hours. A part-time employee will be paid for not more than 25 percent of the hours in the employee's basic work requirement. Credit hours will not be transferred between facilities.

**(3) Time and Attendance Records.** (See chapter 2, paragraph 11f(3) of this part.)

**(4) Computation of Additional Pay for Employees on Flexible Schedules**